

## CITATION BY CERTIFIED MAIL

## THE STATE OF TEXAS

2021-DCL-05018-B

TO Fall Line Venture, LLC  
Registered Agent  
Mr. Sephr Fallah  
1301 Dana  
Irvine CA 92618:

Black King, LLC

§ IN THE 138TH DISTRICT COURT

VS

§ OF

Fall Line Venture, LLC

§ CAMERON COUNTY, TEXAS

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org)." TRCP 99

You are hereby commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before 10:00 o'clock A.M. on the Monday next after the expiration of 20 days after the date of service of this citation before the Honorable 138th District Court of Cameron County, at the Courthouse in said County in Brownsville, Texas. Said **Plaintiff's Original Petition** was filed in said court on **August 26, 2021**, in the above entitled cause.

The File Number of Suit Being:

2021-DCL-05018-B

The Style of the Case is:

Black King, LLC vs. Fall Line Venture, LLC

The nature of Petitioner's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at Brownsville, Texas, on this the 14th day of September, 2021.

ATTORNEY:

CARLOS R MASSO  
956-504-0469  
1000 E Madison ST  
Brownsville TX 78520

**Laura Perez-Reyes**

District Clerk of Cameron County  
974 E Harrison Street  
Brownsville, Texas 78520

By: 

Adriana Munoz, Deputy Clerk

2021-DCL-05018-B	138th District Court
Black King, LLC vs. Fall Line Venture, LLC	

RETURN OF SERVICE

CERTIFICATE OF DELIVERY BY CERTIFIED MAIL

Came to hand on this the 14th day of September, 2021 I hereby certify that on September 14, 2021, I mailed to Fall Line Venture, LLC Registered Agent Mr. Sephr Fallah 1301 Dana Irvine CA 92618 by CERTIFIED MAIL (WITH DELIVERY RESTRICTED TO ADDRESSEE ONLY, RETURN RECEIPT REQUESTED), a true copy of this CITATION with a copy of the Plaintiff's Original Petition attached hereto.



**Laura Perez-Reyes**

District Clerk of Cameron County  
974 E Harrison Street  
Brownsville, Texas 78520

By: \_\_\_\_\_

**Adriana Munoz**, Deputy Clerk

**Exhibit****A-2**

2021-DCL-05018

FILED - 8/26/2021 6:02 PM  
 2021-DCL-05018 / 56709563  
 LAURA PEREZ-REYES  
 Cameron County District Clerk  
 By Monica Hernandez Deputy Clerk

NO. \_\_\_\_\_

**BLACK KING, LLC**  
**Plaintiff,**

**V.**

**FALL LINE VENTURE, LLC**  
**Defendant.**

§ **IN THE DISTRICT COURT**  
 §  
 § Cameron County - 138th District Court  
 §  
 § **JUDICIAL DISTRICT**  
 §  
 §  
 § **OF CAMERON COUNTY, TEXAS**

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES** Black King, LLC, hereinafter called Plaintiff, complaining of and about Fall Line Venture, LLC, hereinafter called Defendant, and for cause of action shows unto the Court the following:

**DISCOVERY CONTROL PLAN LEVEL**

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

**PARTIES AND SERVICE**

2. Plaintiff, Black King, LLC, is a Limited Liability Company whose address is 17648 Graham Road, Harlingen, Texas 78552

3. Black King, LLC is an entity and does not have a social security number or a driver's license.

4. Defendant Fall Line Venture, LLC, a Nonresident Limited Liability Company, may be served with process by serving the registered agent of said company, Sepehr Fallah, at 1301 Dana, Irvine, CA 92618, its registered office. Service of said Defendant as described above can be effected by certified mail.

### **RELIEF**

5. Plaintiff seeks monetary relief in excess of \$200,000.00 but not more than \$1,000,000.

### **JURISDICTION AND VENUE**

6. The subject matter in controversy is within the jurisdictional limits of this court.

7. This court has jurisdiction over Defendant Fall Line Venture, LLC, because said Defendant purposefully availed itself of the privilege of conducting activities in the state of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Fall Line Venture, LLC will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

8. Plaintiff would show that Defendant Fall Line Venture, LLC had continuous and systematic contacts with the state of Texas sufficient to establish general jurisdiction over said Defendant.

9. Furthermore, Plaintiff would show that Defendant Fall Line Venture, LLC engaged in activities constituting business in the state of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendant contracted with a Texas resident and performance of the agreement in whole or in part thereof was to occur in Texas.

10. Venue in Cameron County is proper in this cause.

### **FACTS**

11. On or about August 1, 2020, Plaintiff contracted with Fall Line Venture, LLC to secure a payment processor. Plaintiff's business was taking payments through Cashapp and needed an automated and more efficient way of accepting payments. For 10 months, Plaintiff

made monthly payments to Defendant but Defendant never produced either a payment processor nor any means or ways for Plaintiff to process the payments in an efficient and effective manner. Plaintiff's payments to Defendant exceeded amounts of over \$100,000. Plaintiff seeks a return of its money paid to the Defendant.

#### **BLACK KING, LLC'S CLAIM FOR BREACH OF CONTRACT**

12. On August 1, 2020, plaintiff and defendant executed a valid and enforceable written contract. Plaintiff attaches a copy of the contract as Exhibit A and incorporates it by reference. The Contract provided that in exchange for its services, plaintiff would pay to defendant 3% of gross volume per week. Defendant never provided any of its services to plaintiff.

13. Plaintiff fully performed its contractual obligations by sending weekly payments to Defendant.

14. Defendant breached its contract by failing to obtain or provide the services that plaintiff contracted for, which was to find and obtain a payment processing service for plaintiff's business.

15. Defendant's breach caused injury to plaintiff, which resulted in damages to plaintiff in excess of \$100,000.

#### **BLACK KING, LLC'S CLAIM OF QUANTUM MERUIT**

16. Plaintiff provided defendant with monthly payments over a 10 month period. Defendant accepted the payments.

17. Defendant knew or should have known that plaintiff expected the promised services when defendant accepted the monthly payments. Plaintiff expected that defendant would obtain a payment processing service for plaintiff's business.



18. Because plaintiff expected to receive these promised services from the defendant and defendant accepted the payments, plaintiff has suffered damages in excess of \$100,000.00.

19. Plaintiff seeks damages within the jurisdictional limits of this Court.

20. Attorney Fees. Plaintiff is entitled to recover reasonable attorney fees under Texas Civil Practice & Remedies Code section 38.001(1)-(3) because this suit is for quantum meruit.

**BLACK KING, LLC'S CLAIM OF PROMISSORY ESTOPPEL**

21. Defendant promised plaintiff that defendant would obtain a payment processing service for plaintiff's business.

22. Plaintiff relied on defendant's promise by making monthly payments to defendant. Because of the nature of the promise, plaintiff's reliance was both reasonable and substantial. Defendant assured plaintiff that he could get a payment processing service for plaintiff's business. However, after 10 months of payments to defendant, plaintiff was still using cashapp to process payments. Defendant has yet to provide the service that was promised.

23. Defendant knew or should have known that plaintiff would rely on defendant's promise.

24. Injustice to plaintiff can be avoided only if defendant's promise is enforced or if defendant returns the money paid to him by plaintiff.

25. Plaintiff's reliance on defendant's promise resulted in injury to plaintiff, which caused over \$100,000.00 in damages to plaintiff.

26. Plaintiff seeks damages within the jurisdictional limits of the court.

**DAMAGES FOR PLAINTIFF, BLACK KING, LLC**

27. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, Black King, LLC, was caused to suffer damages, and to incur the following damages:

- A. Monetary damages in excess of \$100,000.
- B. Attorney fees in excess of \$10,000.

**REQUEST FOR DISCLOSURE**

Under Texas Rule of Civil Procedure 194, plaintiff requests that defendant disclose, within 50 days of the service of this request, the information or material described in Ruble 194.2.

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff, Black King, LLC, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for damages in an amount within the jurisdictional limits of the Court; together with pre-judgment interest at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

By: /S/ Carlos R. Masso

Carlos R. Masso

Texas Bar No. 24013112

1000 E. Madison Street

Brownsville, Texas 78520

Tel. (956)504-0469

Fax. (956)504-2437

Attorney for Plaintiff

Masso-Law@sbcglobal.net

Black King, LLC

## ***FEE AGREEMENT***

This Agreement ("Agreement") is made effective as of August 01, 2020, by and between Black King LLC of 598 W Wildwood Dr, Village Mills, Texas 77663, and Fall Line Venture LLC of 1301 Dana, Irvine, California 92618.

**1. DESCRIPTION OF SERVICES.** Beginning on August 01, 2020, Fall Line Venture LLC will provide to Black King LLC the services described in the attached Exhibit (collectively, the "Services").

**2. PAYMENT FOR SERVICES.** In exchange for the Services Black King LLC will pay Fall Line Venture LLC according to the following schedule:

3% of gross Volume per week, paid out on the Monday for revenue's from the prior week. Once volume goes over \$500,000 per week then Fall Line Venture will reduce the pay to 2% of gross volume per week. First payment starting August 3rd, 2020

**3. TERM.** This Agreement will remain in effect for a period of 5 years. Then we can revisit options.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Fall Line Venture LLC in connection with the Services will be the exclusive property of Black King LLC. Upon request, Fall Line Venture LLC will execute all documents necessary to confirm or perfect the exclusive ownership of Black King LLC to the Work Product.

**5. CONFIDENTIALITY.** Fall Line Venture LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Fall Line Venture LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Black King LLC. Fall Line Venture LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Fall Line Venture LLC will return to Black King LLC all records, notes, documentation and other items that were used, created, or controlled by Fall Line Venture LLC during the term of this Agreement.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement



(including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have \_\_\_\_\_ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**7. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**8. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**10. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California.

**11. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.


**12. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**13. SIGNATORIES.** This Agreement shall be signed on behalf of Black King LLC by John Dean, CEO and on behalf of Fall Line Venture LLC by Sepehr Fallah, CEO and effective as of the date first written above.

Service Recipient:  
Black King LLC

By:

John Dean  
CEO


 7/31/20

Service Provider:  
Fall Line Venture LLC

By:

Sepehr Fallah  
CEO

Sepehr Fallah 07/31/2020

 7/31/2020

Tall A. Co

LAURA PEREZ-REYES  
CAMERON COUNTY DISTRICT CLERK  
JUDICIAL BUILDING  
974 E HARRISON ST  
BROWNSVILLE, TX 78520-7123



9214 8901 0661 5400 0166 5725 15

RETURN RECEIPT (ELECTRONIC)

2021-DCL-5018-B

FALL LINE VENTURE, LLC  
MR. SEPEHR FALLAH  
1301 DANA  
IRVINE, CA 92618-0243

CUT / FOLD HERE

Zone 6

8"x9" ENVELOPE  
CUT / FOLD HERE

CUT / FOLD HERE